

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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RICHARD RICHARDSON,

Plaintiff,

-against-

NEW YORK CITY; NEW YORK CITY LIRR POLICE
COMMAND DISTRICT #4; ALL JOHN DOE
OFFICERS; JOHN DOE TOUR COMMAND; OFFICER
FUENES, Tax ID 086729; and OFFICER SMITH,

Defendants.
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**STIPULATION AND ORDER
OF SETTLEMENT AND
DISMISSAL**

07 CV 7198 (LAK) (MHD)

WHEREAS, plaintiff **RICHARD RICHARDSON** commenced this action *pro se* by filing a complaint on or about August 13, 2007 alleging violations of certain of his federal rights; and

WHEREAS, defendant City of New York denies any and all liability arising out of plaintiff's allegations; and

WHEREAS, plaintiff and the City of New York now desire to resolve the issues raised in this litigation, without further proceedings and without admitting any fault or liability; and

WHEREAS, *pro se* plaintiff agrees to settle this matter as against defendant City of New York on the terms set forth below:

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, as follows:

1. The above-referenced action is hereby dismissed as against defendant City of New York with prejudice, and without costs, expenses, or fees except as provided for in paragraph "2" below.
2. The City of New York hereby agrees to pay plaintiff the sum of FIVE HUNDRED DOLLARS (\$500) in full satisfaction of all claims, including claims for costs, expenses and attorney's fees. In consideration for the payment of this sum, plaintiff agrees to the dismissal of all claims against defendant City of New York, and to release defendant City of New York and any present or former employees or agents of the City of New York, from any and all liability, claims, or rights of action that have or could have been alleged by plaintiff in this action arising out of the events alleged in the complaint in this action, including claims for costs, expenses and attorney's fees.
3. Plaintiff shall execute and deliver to the City defendant's attorney all documents necessary to effect this settlement, including, without limitation, a General Release and an Affidavit of No Liens based on the terms of paragraph 2 above.
4. Nothing contained herein shall be deemed to be an admission by the defendant City of New York that it has in any manner or way violated plaintiff's rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules, regulations or bylaws of any department or subdivision of the City of New

York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

5. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York or any agency thereof.
6. This Stipulation and Order contains all the terms and conditions agreed upon by the plaintiff and defendant City of New York hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York
April 23, 2008

Richard Richardson
Pro Se Plaintiff
1416 Brooklyn Avenue, #1A
Brooklyn, New York 11210

MICHAEL A. CARDOZO
Corporation Counsel of the
City of New York
Attorney for Defendant City of New York
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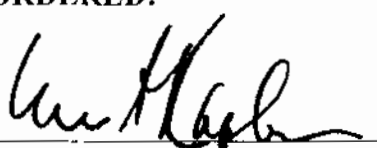
By:  4/23/08

RICHARD RICHARDSON
Pro Se Plaintiff

By: 

CARYN ROSENCRANTZ (CR 3477)
Assistant Corporation Counsel

SO ORDERED:


United States District Judge

5/22/08